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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

ELIA HAGGAR; KYO HAK CHU;
VALERIE BROOKS, individually
and on behalf of themselves and all
others similarly situated,

Plaintiff,

vs.

HYATT CORPORATION; and
DOES 1 to 10, inclusive,

Defendants.

CASE No.: 2:19-CV-01090

CLASS ACTION COMPLAINT

1. VIOLATIONS OF THE
AMERICANS WITH
DISABILITIES ACT OF 1990, 42
U.S.C. §12181
 2. VIOLATIONS OF THE UNRUH
CIVIL RIGHTS ACT
- DEMAND FOR JURY TRIAL**

Plaintiffs Elia Hagggar, Kyo Hak Chu and Valerie Brooks (“Plaintiffs”), individually and on behalf of all others similarly situated, brings this action based upon their personal knowledge as to themselves and their own acts, and as to all other matters upon information and belief, based upon, *inter alia*, the investigations of their attorneys.

NATURE OF THE ACTION

1. Plaintiffs are a visually-impaired and legally blind people who requires screen-reading software to read website content using his computer. Plaintiffs use the terms “blind” or “visually-impaired” to refer to all people with visual

1 impairments who meet the legal definition of blindness in that they have a visual
2 acuity with correction of less than or equal to 20 x 200. Some blind people who
3 meet this definition have limited vision. Others have no vision.

4 2. Plaintiffs, individually and on behalf of those similarly situated
5 persons (hereafter “Class Members”), bring this Class Action to secure redress
6 against Defendant HYATT CORPORATION (“Defendant”) and DOES 1-10, for
7 its failure to design, construct, maintain, and operate its website to be fully and
8 equally accessible to and independently usable by Plaintiffs and other blind or
9 visually-impaired people. Defendants’ denial of full and equal access to its website,
10 and therefore denial of its products and services offered thereby and in conjunction
11 with its physical locations, is a violation of Plaintiffs’ rights under the Americans
12 with Disabilities Act (“ADA”) and California’s Unruh Civil Rights Act (“UCRA”).

13 3. Because Defendants’ website, <https://www.hyatt.com> (the “Website”
14 or “Defendant’s website”), is not fully or equally accessible to blind and visually-
15 impaired consumers in violation of the ADA, Plaintiffs seek a permanent injunction
16 to cause a change in Defendant’s corporate policies, practices, and procedures so
17 that Defendant’s website will become and remain accessible to blind and visually-
18 impaired consumers.

19 THE PARTIES

20 4. Plaintiffs, at all times relevant and as alleged herein, are residents of
21 California, County of Los Angeles and County of Sacramento. Plaintiffs are legally
22 blind, visually-impaired handicapped persons, and members of a protected class of
23 individuals under the ADA, pursuant to 42 U.S.C. § 12102(1)-(2), and the
24 regulations implementing the ADA set forth at 28 CFR §§ 36.101 *et seq.*

25 5. Defendant is a Delaware corporation, with its headquarters in
26 Illinois. Defendant’s servers for the website are in the United States. Defendant
27 conducts a large amount of its business in California, and the United States as a
28 whole. These hotels constitute places of public accommodation. Defendant’s hotels

1 provide to the public important hospitality and services. Defendant's website
 2 provides consumers with access to an array of lodging and dining services including
 3 several hotel locations, meeting venues, loyalty programs, special offers,
 4 information about credit cards, and special events.

5 6. Plaintiffs are unaware of the true names, identities, and capacities of
 6 the defendants sued herein as DOES 1 to 10. Plaintiffs will seek leave to amend
 7 this complaint to allege the true names and capacities of DOES 1 to 10 if and when
 8 ascertained. Plaintiffs are informed and believe, and thereupon alleges, that each
 9 of Defendant sued herein as a DOE is legally responsible in some manner for the
 10 events and happenings alleged herein and that each of Defendant sued herein as a
 11 DOE proximately caused injuries and damages to Plaintiffs as set forth below.

12 7. Defendant's hotels are public accommodations within the definition of
 13 Title III of the ADA, 42 U.S.C. § 12181(7). <https://www.hyatt.com> is a service,
 14 privilege, or advantage of Defendant's services and product and locations.

15 JURISDICTION AND VENUE

16 8. This Court has subject matter jurisdiction over the state law claims
 17 alleged in this First Amended Complaint pursuant to the Class Action Fairness Act,
 18 28 U.S.C. § 1332(d)(2)(A) because: (a) the matter in controversy exceeds the sum
 19 of \$5 million, exclusive of interest and costs; and (b) some of the class members are
 20 citizens of a state (California) that is different from the state of citizenship of
 21 Defendant (Pennsylvania).

22 9. Defendant is subject to personal jurisdiction in this District. Defendant
 23 has been and is committing the acts or omissions alleged herein in the Central
 24 District of California that caused injury, and violated rights prescribed by the ADA
 25 and UCRA, to Plaintiffs and to other blind and other visually impaired-consumers.
 26 A substantial part of the acts and omissions giving rise to Plaintiffs' claims occurred
 27 in the Central District of California. Specifically, on several separate occasions,
 28 Plaintiffs have been denied the full use and enjoyment of the facilities, goods, and

1 services of Defendant's website in Los Angeles County. The access barriers
2 Plaintiffs have encountered on Defendant's website have caused a denial of
3 Plaintiffs' full and equal access multiple times in the past, and now deter Plaintiffs
4 on a regular basis from accessing Defendant's website. Similarly, the access
5 barriers Plaintiffs have encountered on Defendant's website have impeded
6 Plaintiffs' full and equal enjoyment of goods and services offered at Defendant's
7 brick-and mortar hotels.

8 10. This Court also has subject-matter jurisdiction over this action
9 pursuant to 28 U.S.C. § 1331 and 42 U.S.C. § 12181, as Plaintiffs' claims arise
10 under Title III of the ADA, 42 U.S.C. § 12181, *et seq.*, and 28 U.S.C. § 1332.

11 11. This Court has personal jurisdiction over Defendant because it
12 conducts and continues to conduct a substantial and significant amount of business
13 in the State of California, County of Los Angeles, and because Defendant's
14 offending website is available across California.

15 12. Venue is proper in the Central District of California pursuant to 28
16 U.S.C. §1391 because Plaintiffs reside in this District, Defendant conducts and
17 continues to conduct a substantial and significant amount of business in this District,
18 Defendant is subject to personal jurisdiction in this District, and a substantial
19 portion of the conduct complained of herein occurred in this District.

20 **THE AMERICANS WITH DISABILITIES ACT AND THE INTERNET**

21 13. The Internet has become a significant source of information, a portal,
22 and a tool for conducting business, doing everyday activities such as shopping,
23 learning, banking, researching, as well as many other activities for sighted, blind
24 and visually-impaired persons alike.

25 14. In today's tech-savvy world, blind and visually-impaired people have
26 the ability to access websites using keyboards in conjunction with screen access
27 software that vocalizes the visual information found on a computer screen. This
28 technology is known as screen-reading software. Screen-reading software is

1 currently the only method a blind or visually-impaired person may independently
2 access the internet. Unless websites are designed to be read by screen-reading
3 software, blind and visually-impaired persons are unable to fully access websites,
4 and the information, products, and services contained thereon.

5 15. Blind and visually-impaired users of Windows operating system-
6 enabled computers and devices have several screen-reading software programs
7 available to them. Some of these programs are available for purchase and other
8 programs are available without the user having to purchase the program separately.
9 Job Access With Speech, otherwise known as "JAWS," is currently the most
10 popular, separately purchased and downloaded screen-reading software program
11 available for a Windows computer.

12 16. For screen-reading software to function, the information on a website
13 must be capable of being rendered into text. If the website content is not capable of
14 being rendered into text, the blind or visually-impaired user is unable to access the
15 same content available to sighted users.

16 17. The international website standards organization, the World Wide
17 Web Consortium, known throughout the world as W3C, has published Success
18 Criteria for version 2.0 of the Web Content Accessibility Guidelines ("WCAG 2.0"
19 hereinafter). WCAG 2.0 are well-established guidelines for making websites
20 accessible to blind and visually-impaired people. These guidelines are adopted,
21 implemented and followed by most large business entities who want to ensure their
22 websites are accessible to users of screen-reading software programs. Though
23 WCAG 2.0 has not been formally adopted as the standard for making websites
24 accessible, it is one of, if not the most, valuable resource for companies to operate,
25 maintain, and provide a website that is accessible under the ADA to the public.

26 18. Within this context, the Ninth Circuit has recognized the viability of
27 ADA claims against commercial website owners/operators with regard to the
28 accessibility of such websites. *Robles v. Domino's Pizza, LLC*, Docket No. 17-

1 55504 (9th Cir. Apr 13, 2017), Court Docket No. BL-66. This is in addition to the
2 numerous courts that already recognized such application.

3 19. Each of Defendant's violations of the Americans with Disabilities Act
4 is likewise a violation of the Unruh Civil Rights Act. Indeed, the Unruh Civil Rights
5 Act provides that any violation of the ADA constitutes a violation of the Unruh
6 Civil Rights Act. Cal. Civ. Code, § 51(f).

7 20. Further, Defendant's actions and inactions denied Plaintiffs full and
8 equal access to their accommodations, facilities, and services. A substantial
9 motivating reason for Defendant to deny Plaintiffs access was the perception of
10 Plaintiffs' disability. Defendants' denial of Plaintiffs' accessibility was a substantial
11 motivating reason for Defendant's conduct. Plaintiffs were harmed due to
12 Defendant's conduct. Defendant's actions and inactions were a substantial factor
13 in causing the lack of access to Plaintiffs'. Unruh Civil Rights Act. Cal. Civ. Code,
14 § 51.

15 21. Inaccessible or otherwise non-compliant websites pose significant
16 access barriers to blind and visually-impaired persons. Common barriers
17 encountered by blind and visually impaired persons include, but are not limited to,
18 the following:

- 19 a. A text equivalent for every non-text element is not provided;
- 20 b. Title frames with text are not provided for identification and
21 navigation;
- 22 c. Equivalent text is not provided when using scripts;
- 23 d. Forms with the same information and functionality as for sighted
24 persons are not provided;
- 25 e. Information about the meaning and structure of content is not
26 conveyed by more than the visual presentation of content;
- 27 f. Text cannot be resized without assistive technology up to 200
28 percent without loss of content or functionality;

- g. If the content enforces a time limit, the user is not able to extend, adjust or disable it;
- h. Web pages do not have titles that describe the topic or purpose;
- i. The purpose of each link cannot be determined from the link text alone or from the link text and its programmatically determined link context;
- j. One or more keyboard operable user interface lacks a mode of operation where the keyboard focus indicator is discernible;
- k. The default human language of each web page cannot be programmatically determined;
- l. When a component receives focus, it may initiate a change in context;
- m. Changing the setting of a user interface component may automatically cause a change of context where the user has not been advised before using the component;
- n. Labels or instructions are not provided when content requires user input;
- o. In content which is implemented by using markup languages, elements do not have complete start and end tags, elements are not nested according to their specifications, elements may contain duplicate attributes and/or any IDs are not unique;
- p. Inaccessible Portable Document Format (PDFs) ; and,
- q. The name and role of all User Interface elements cannot be programmatically determined; items that can be set by the user cannot be programmatically set; and/or notification of changes to these items is not available to user agents, including assistive technology.

FACTUAL BACKGROUND

22. Defendant offers the <https://www.hyatt.com> website, to the public. The website offers features which should allow all consumers to access the goods and services which Defendant offers in connection with its physical locations. The goods and services offered by Defendant include, but are not limited to the following, which allow consumers to: locate its hotels, find information about meeting rooms, promos and loyalty rewards, apply for credit, purchase gift cards, as well as find information about numerous goods and products available for purchase.

23. Based on information and belief, it is Defendant's policy and practice to deny Plaintiffs and Class Members, along with other blind or visually-impaired users, access to Defendant's website, and to therefore specifically deny the goods and services that are offered and integrated with Defendant's hotels. Due to Defendant's failure and refusal to remove access barriers on its website, Plaintiffs and other visually-impaired persons have been and are still being denied equal and full access to Defendant's hotels and the numerous goods, services, and rewards offered to the public through Defendant's Website.

Defendant's Barriers on Unruh Civil Rights Act. Cal. Civ. Code, § 51(f) Deny

Plaintiffs and Class Members' Access

24. Plaintiffs are visually-impaired and legally blind persons, who cannot use a computer without the assistance of screen-reading software. However, Plaintiffs are proficient user of the JAWS screen-reader as well as Mac's VoiceOver and both use it to access the internet. Plaintiffs have visited <https://www.hyatt.com> on several separate occasions using the JAWS and/or VoiceOver screen-readers.

25. During Plaintiffs' numerous visits to Defendant's website, Plaintiffs encountered multiple access barriers which denied Plaintiffs full and equal access to the facilities, goods and services offered to the public and made available to the public on Defendant's website, and its prior iterations. Due to the widespread access

1 barriers Plaintiffs and Class Members encountered on Defendant's website,
 2 Plaintiffs and Class Members have been deterred, on a regular basis, from accessing
 3 Defendant's website. Similarly, the access barriers Plaintiffs have encountered on
 4 Defendant's website have deterred Plaintiffs and Class Members from visiting
 5 Defendant's brick-and-mortar hotels.

6 26. While attempting to navigate Defendant's website, Plaintiffs and Class
 7 Members encountered multiple accessibility barriers for blind or visually-impaired
 8 people that include, but are not limited to, the following:

- 9 a. Lack of Alternative Text ("alt-text"), or a text equivalent. Alt-text
 10 is invisible code embedded beneath a graphic or image on a website
 11 that is read to a user by a screen-reader. For graphics or images to
 12 be fully accessible for screen-reader users, it requires that alt-text
 13 be coded with each graphic or image so that screen-reading
 14 software can speak the alt-text to describe the graphic or image
 15 where a sighted user would just see the graphic or image. Alt-text
 16 does not change the visual presentation, but instead a text box
 17 shows when the cursor hovers over the graphic or image. The lack
 18 of alt-text on graphics and images prevents screen-readers from
 19 accurately vocalizing a description of the image or graphic. As a
 20 result, Plaintiffs and Class Members who are blind and visually-
 21 impaired customers are unable to determine hotel location
 22 information, apply for a credit card, purchase gift cards, find
 23 information about loyalty promotions and special offers.
- 24 b. Empty Links that contain No Text causing the function or purpose
 25 of the link to not be presented to the user. This can introduce
 26 confusion for keyboard and screen-reader users;
- 27 c. Redundant Links where adjacent links go to the same URL address
 28 which results in additional navigation and repetition for keyboard

1 and screen-reader users; and

2 d. Linked Images missing alt-text, which causes problems if an image
3 within a link does not contain any descriptive text and that image
4 does not have alt-text. A screen reader then has no content to
5 present the user as to the function of the link, including information
6 or links for and contained in PDFs.

7 27. Recently in 2019, Plaintiffs attempted to do business with Defendant
8 on Defendant's website. Plaintiffs have visited prior iterations of the website
9 <https://www.hyatt.com> and also encountered barriers to access on Defendant's
10 website.

11 28. Despite past and recent attempts to do business with Defendant on its
12 website, the numerous access barriers contained on the website and encountered by
13 Plaintiffs, have denied Plaintiffs full and equal access to Defendant's website.
14 Plaintiffs and Class Members, as a result of the barriers on Defendant's website,
15 continue to be deterred on a regular basis from accessing Defendant's website.
16 Likewise, based on the numerous access barriers Plaintiffs and Class Members have
17 been deterred and impeded from the full and equal enjoyment of goods and services
18 offered in Defendant's hotels and from making purchases at such physical locations.

19 **Defendant Must Remove Barriers to Its Website**

20 29. Due to the inaccessibility of the defendant's website, blind and
21 visually-impaired customers such as the plaintiffs, who need screen-readers, cannot
22 fully and equally use or enjoy the facilities and services the defendant offers to the
23 public on its website. The access barriers the plaintiff encountered have caused a
24 denial of Plaintiffs' full and equal access in the past, and now deter Plaintiffs on a
25 regular basis from accessing the website.

26 30. These access barriers on Defendant's website have deterred Plaintiffs
27 from visiting Defendant's physical locations, and enjoying them equal to sighted
28 individuals because: Plaintiffs were unable to find the location and hours of

operation of Defendant's locations on its website, preventing Plaintiffs from visiting the locations to view and purchase products and/or services. Plaintiffs and Class Members intend to visit the Defendant's locations in the near future if Plaintiffs and Class Members could access Defendant's website.

31. If the website was equally accessible to all, Plaintiffs and Class Members could independently navigate the website and complete a desired transaction, as sighted individuals do.

32. Plaintiffs, through Plaintiffs' attempts to use the website, have actual knowledge of the access barriers that make these services inaccessible and independently unusable by blind and visually-impaired people.

33. Because simple compliance with WCAG 2.0/WCAG 2.1 would provide Plaintiffs and Class Members who are visually-impaired consumers with equal access to the website, Plaintiffs and Class Members allege that Defendant engaged in acts of intentional discrimination, including, but not limited to, the following policies or practices: constructing and maintaining a website that is inaccessible to visually-impaired individuals, including Plaintiffs and Class Members; failing to construct and maintain a website that is sufficiently intuitive so as to be equally accessible to visually-impaired individuals, including Plaintiff and Class Members; and failing to take actions to correct these access barriers in the face of substantial harm and discrimination to blind and visually-impaired consumers, such as Plaintiffs and Class Members, as a member of a protected class.

34. The Defendant uses standards, criteria or methods of administration that have the effect of discriminating or perpetuating the discrimination against others, as alleged herein.

35. The ADA expressly contemplates the injunctive relief that plaintiffs seeks in this action. In relevant part, the ADA requires:

In the case of violations of ... this title, injunctive relief shall include an order to alter facilities to make such facilities readily accessible to

1 and usable by individuals with disabilities Where appropriate,
2 injunctive relief shall also include requiring the ... modification of a
policy 42 U.S.C. § 12188(a)(2).

3 36. Because Defendant's website has never been equally accessible, and
4 because Defendant lacks a corporate policy that is reasonably calculated to cause
5 the Defendant's website to become and remain accessible, Plaintiffs invoke 42
6 U.S.C. § 12188(a)(2) and seeks a permanent injunction requiring the defendant to
7 retain a qualified consultant acceptable to Plaintiffs to assist Defendant to comply
8 with WCAG 2.0/WCAG 2.1 guidelines for Defendant's website. The website must
9 be accessible for individuals with disabilities who use desktop computers, laptops,
10 tablets, and smartphones. Plaintiffs and Class Members seek that this permanent
11 injunction require Defendant to cooperate with the agreed-upon consultant to: train
12 Defendant's employees and agents who develop the website on accessibility
13 compliance under the WCAG 2.0/WCAG 2.1 guidelines; regularly check the
14 accessibility of the website under the WCAG 2.0/WCAG 2.1 guidelines; regularly
15 test user accessibility by blind or vision-impaired persons to ensure that the
16 defendant's website complies under the WCAG 2.0/WCAG 2.1 guidelines; and
17 develop an accessibility policy that is clearly disclosed on the defendant's website,
18 with contact information for users to report accessibility-related problems and
19 require that any third-party vendors who participate on the defendant's website to
20 be fully accessible to the disabled by conforming with WCAG 2.0/WCAG 2.1.

21 37. If Defendant's website were accessible, Plaintiffs and Class
22 Members could independently access information about location addresses and
23 hours, services offered and services available for online purchase.

24 38. Although Defendant may currently have centralized policies
25 regarding maintaining and operating Defendant's website, Defendant lacks a plan
26 and policy reasonably calculated to make Defendant's website fully and equally
27 accessible to, and independently usable by, blind and other visually-impaired
28 consumers.

39. Defendant has, upon information and belief, invested substantial sums in developing and maintaining Defendant's website and Defendant has generated significant revenue from Defendant's website. These amounts are far greater than the associated cost of making Defendant's website equally accessible to visually impaired customers. Plaintiffs have also visited prior iterations of the Defendants website <https://www.hyatt.com> and also encountered such barriers.

40. Without injunctive relief, Plaintiffs and Class Members will continue to be unable to independently use Defendant's website, violating their rights.

CLASS ACTION ALLEGATIONS

41. Plaintiffs, on behalf of themselves and all others similarly situated, seeks to certify a nationwide class under Fed. R. Civ. P. 23(a) and 23(b)(2) (b)(3), the Nationwide class is initially defined as follows:

all legally blind individuals who have attempted to access Defendant's website by the use of a screen reading software during the applicable limitations period up to and including final judgment in this action.

42. The California class is initially defined as follows:

all legally blind individuals in the State of California who have attempted to access Defendant's website by the use of a screen reading software during the applicable limitations period up to and including final judgment in this action.

43. Excluded from each of the above Classes is Defendant, including any entity in which Defendant has a controlling interest, is a parent or subsidiary, or which is controlled by Defendant, as well as the officers, directors, affiliates, legal representatives, heirs, predecessors, successors, and assigns of Defendant. Also excluded are the judge and the court personnel in this case and any members of their immediate families. Plaintiff reserves the right to amend the Class definitions if discovery and further investigation reveal that the Classes should be expanded or otherwise modified.

1 44. *Numerosity.* Fed. R. Civ. P. 23(a)(1). This action has been brought and
2 may properly be maintained as a class action against Defendant under Rules
3 23(b)(1)(B) and 23(b)(3) of the Federal Rules of Civil Procedure. While the exact
4 number and identities of other Class Members are unknown to Plaintiffs at this time,
5 Plaintiffs are informed and believes that there are hundreds of thousands of
6 Members in the Class. Based on the number of customers who have visited
7 Defendant's California hotels, it is estimated that the Class is composed of more
8 than 10,000 persons. Furthermore, even if subclasses need to be created for these
9 consumers, it is estimated that each subclass would have thousands of Members.
10 The Members of the Class are so numerous that joinder of all Members is
11 impracticable and the disposition of their claims in a class action rather than in
12 individual actions will benefit the parties and the courts.

13 45. *Typicality:* Plaintiffs and Class Members' claims are typical of the
14 claims of the Members of the Class as all Members of the Class are similarly
15 affected by Defendant's wrongful conduct, as detailed herein.

16 46. *Adequacy:* Plaintiffs will fairly and adequately protect the interests of
17 the Members of the Class in that they have no interests antagonistic to those of the
18 other Members of the Class. Plaintiffs have retained experienced and competent
19 counsel.

20 47. *Superiority:* A class action is superior to other available methods for
21 the fair and efficient adjudication of this controversy. Since the damages sustained
22 by individual Class Members may be relatively small, the expense and burden of
23 individual litigation makes it impracticable for the Members of the Class to
24 individually seek redress for the wrongful conduct alleged herein. Furthermore, the
25 adjudication of this controversy through a class action will avoid the potentially
26 inconsistent and conflicting adjudications of the claims asserted herein. There will
27 be no difficulty in the management of this action as a class action. If Class treatment
28 of these claims were not available, Defendant would likely unfairly receive

1 thousands of dollars or more in improper revenue.

2 48. *Common Questions Predominate:* Common questions of law and fact
3 exist as to all Members of the Class and predominate over any questions solely
4 affecting individual Members of the Class. Among the common questions of law
5 and fact applicable to the Class are:

- 6 i. Whether Defendant's website <https://www.hyatt.com> is
7 inaccessible to the visually-impaired who use screen reading
8 software to access internet websites;
- 9 ii. Whether Plaintiffs and Class Members have been unable to
10 access <https://www.hyatt.com> through the use of screen reading
11 software;
- 12 iii. Whether the deficiencies in Defendant's website violate the
13 Americans with Disabilities Act of 1990, 42 U.S.C. § 12181 *et*
14 *seq.*;
- 15 iv. Whether the deficiencies in Defendant's website violate the
16 California Unruh Civil Rights Act, California Civil Code § 51
17 *et seq.*;
- 18 v. Whether, and to what extent, injunctive relief should be imposed
19 on Defendant to make <https://www.hyatt.com> readily accessible
20 to and usable by visually-impaired individuals;
- 21 vi. Whether Plaintiffs and Class Members are entitled to recover
22 statutory damages with respect to Defendant's wrongful
23 conduct; and
- 24 vii. Whether further legal and/or equitable relief should be granted
25 by the Court in this action.

26 49. The class is readily definable, and prosecution of this action as a Class
27 action will reduce the possibility of repetitious litigation. Plaintiffs know of no
28 difficulty which will be encountered in the management of this litigation which

would preclude their maintenance of this matter as a Class action.

50. The prerequisites to maintaining a class action for injunctive relief or equitable relief pursuant to Rule 23(b)(2) are met, as Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive or equitable relief with respect to the Class as a whole.

51. The prerequisites to maintaining a class action for injunctive relief or equitable relief pursuant to Rule 23(b)(3) are met, as questions of law or fact common to the Class predominate over any questions affecting only individual Members; and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

52. The prosecution of separate actions by Members of the Class would create a risk of establishing inconsistent rulings and/or incompatible standards of conduct for Defendant. Additionally, individual actions may be dispositive of the interest of all Members of the Class, although certain Class Members are not parties to such actions.

53. Defendant's conduct is generally applicable to the Class as a whole and Plaintiffs seek, *inter alia*, equitable remedies with respect to the Class as a whole. As such, Defendant's systematic policies and practices make declaratory relief with respect to the Class as a whole appropriate.

COUNT I

Violations of the Americans With Disabilities Act, 42 U.S.C. § 12181 *et seq.*

(On Behalf of Plaintiffs, the Nationwide Class and the California Class)

54. Plaintiffs allege and incorporate herein by reference each and every allegation contained in paragraphs 1 through 53, inclusive, of this Complaint as if set forth fully herein.

55. Section 302(a) of Title III of the ADA, 42 U.S.C. § 12181 *et seq.*, provides: "No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges,

1 advantages, or accommodations of any place of public accommodation by any
2 person who owns, leases (or leases to), or operates a place of public
3 accommodation.” 42 U.S.C. § 12182(a).

4 56. Under Section 302(b)(2) of Title III of the ADA, unlawful
5 discrimination also includes, among other things: “a failure to make reasonable
6 modifications in policies, practices, or procedures, when such modifications are
7 necessary to afford such goods, services, facilities, privileges, advantages, or
8 accommodations to individuals with disabilities, unless the entity can demonstrate
9 that making such modifications would fundamentally alter the nature of such goods,
10 services, facilities, privileges, advantages or accommodations”; and “a failure to
11 take such steps as may be necessary to ensure that no individual with a disability is
12 excluded, denied services, segregated or otherwise treated differently than other
13 individuals because of the absence of auxiliary aids and services, unless the entity
14 can demonstrate that taking such steps would fundamentally alter the nature of the
15 good, service, facility, privilege, advantage, or accommodation being offered or
16 would result in an undue burden”. 42 U.S.C. § 12182(b)(2)(A)(ii)-(iii). “A public
17 accommodation shall take those steps that may be necessary to ensure that no
18 individual with a disability is excluded, denied services, segregated or otherwise
19 treated differently than other individuals because of the absence of auxiliary aids
20 and services, unless the public accommodation can demonstrate that taking those
21 steps would fundamentally alter the nature of the goods, services, facilities,
22 privileges, advantages, or accommodations being offered or would result in an
23 undue burden, i.e., significant difficulty or expense.” 28 C.F.R. § 36.303(a). In order
24 to be effective, auxiliary aids and services must be provided in accessible formats,
25 in a timely manner, and in such a way as to protect the privacy and independence
26 of the individual with a disability.” 28 C.F.R. § 36.303(c)(1)(ii).

27 57. Defendant’s hotel locations are “public accommodations” within the
28 meaning of 42 U.S.C. § 12181 *et seq.* Defendant generates millions of dollars in

revenue from the sale of its amenities and services, privileges, advantages, and accommodations in California through its locations and related services, privileges, advantages, and accommodations and its Website, <https://www.hyatt.com> is a service, privilege, advantage, and accommodation provided by Defendant that is inaccessible to customers who are visually-impaired like Plaintiff. This inaccessibility denies visually-impaired customers full and equal enjoyment of and access to the facilities and services, privileges, advantages, and accommodations that Defendant made available to the non-disabled public. Defendant is violating the Americans with Disabilities Act, 42 U.S.C. § 12181 *et seq.*, in that Defendant denies visually-impaired customers the services, privileges, advantages, and accommodations provided by <https://www.hyatt.com>. These violations are ongoing.

58. Defendant's actions constitute intentional discrimination against Plaintiffs and Class Members on the basis of a disability in violation of the Americans with Disabilities Act, 42 U.S.C. § 12181 *et seq.* in that: Defendant has constructed a website that is inaccessible to Plaintiffs and Class Members; maintains the website in this inaccessible form; and has failed to take adequate actions to correct these barriers even after being notified of the discrimination that such barriers cause.

59. Pursuant to 42 U.S.C. § 12188 and the remedies, procedures, and rights set forth and incorporated therein, Plaintiffs request relief as set forth below.

COUNT II

Violations of the Unruh Civil Rights Act, California Civil Code § 51 *et seq.*

(On Behalf of Plaintiffs and the California Class)

60. Plaintiffs allege and incorporate herein by reference each and every allegation contained in paragraphs 1 through 53, inclusive, of this Complaint as if set forth fully herein.

61. Defendant's locations are "business establishments" within the

1 meaning of the California Civil Code § 51 *et seq.* Defendant generates millions of
2 dollars in revenue from the sale of its services in California through its hotel's
3 locations and related services and <https://www.hyatt.com> is a service provided by
4 Defendant that is inaccessible to customers who are visually-impaired like Plaintiffs
5 and Class Members. This inaccessibility denies visually-impaired customers full
6 and equal access to Defendant's facilities and services that Defendant makes
7 available to the non-disabled public. Defendant is violating the Unruh Civil Rights
8 Act, California Civil Code § 51 *et seq.*, in that Defendant is denying visually-
9 impaired customers the services provided by <https://www.hyatt.com>. These
10 violations are ongoing.

11 62. Defendant's actions constitute intentional discrimination against
12 Plaintiff and Class Members on the basis of a disability in violation of the Unruh
13 Civil Rights Act, Cal. Civil Code § 51 *et seq.* in that: Defendant has constructed a
14 website that is inaccessible to Plaintiffs and Class Members; maintains the website
15 in this inaccessible form; and has failed to take adequate actions to correct these
16 barriers even after being notified of the discrimination that such barriers cause.

17 63. Defendant is also violating the Unruh Civil Rights Act, California
18 Civil Code § 51 *et seq.* in that the conduct alleged herein likewise constitutes a
19 violation of various provisions of the ADA, 42 U.S.C. § 12101 *et seq.* Section 51(f)
20 of the California Civil Code provides that a violation of the right of any individual
21 under the ADA shall also constitute a violation of the Unruh Civil Rights Act.

22 64. The actions of Defendant were and are in violation of the Unruh Civil
23 Rights Act, California Civil Code § 51 *et seq.*, and, therefore, Plaintiffs and Class
24 Members are entitled to injunctive relief remedying the discrimination.

25 65. Plaintiffs and Class Members are also entitled to statutory minimum
26 damages pursuant to California Civil Code § 52 for each and every offense.

27 66. Plaintiffs and Class Members are also entitled to reasonable attorneys'
28 fees and costs.

67. Plaintiffs and Class Members are also entitled to a preliminary and permanent injunction enjoining Defendant from violating the Unruh Civil Rights Act, California Civil Code § 51 *et seq.*, and requiring Defendant to take the steps necessary to make <https://www.hyatt.com> readily accessible to and usable by visually-impaired individuals.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all Class Members, respectfully requests that the Court enter judgment in his favor and against Defendant as follows:

- A. For an Order certifying the Nationwide Class and California Class as defined herein and appointing Plaintiffs and his Counsel to represent the Nationwide Class and the California Class;
- B. A preliminary and permanent injunction pursuant to 42 U.S.C. § 12188(a)(1) and (2) and section 52.1 of the California Civil Code enjoining Defendant from violating the Unruh Civil Rights Act and ADA and requiring Defendant to take the steps necessary to make <https://www.hyatt.com> readily accessible to and usable by visually-impaired individuals;
- C. An award of statutory minimum damages of \$4,000 per offense per person pursuant to section 52(a) of the California Civil Code.
- D. For attorneys' fees and expenses pursuant to California Civil Code §§ 52(a), 52.1(h), and 42 U.S.C. § 12205;
- E. For pre-judgment interest to the extent permitted by law;
- F. For costs of suit; and;
- G. For such other and further relief as the Court deems just and proper.

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DEMAND FOR JURY TRIAL

Plaintiffs, on behalf of themselves and all others similarly situated, hereby demands a jury trial for all claims so triable.

Dated: February 13, 2019

Respectfully Submitted,

/s/ Thiago M. Coelho

Thiago M. Coelho

Bobby Saadian

WILSHIRE LAW FIRM

Attorneys for Plaintiffs and

Proposed Class